

PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made on _____, 2020, by and between Serenity Services, Conservator of the Estate of Donald L. McCarty, as SELLER, AND the City of Appleton, BUYER.

2. **AUTHORITY.** Serenity Services, Paula Freiheit, Conservator of Donald L. McCarty, and upon Petition and Order Directing Sale of Real Property dated 3/6/2020, has authority to enter into said Purchase Agreement and sign said Warranty Deed.

3. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell real property located at 140 W. Thielke, Appleton, Swift County, Minnesota legally described for real estate tax purposes as:

Lots 13, 14, 15, 16 and 17, except the South 35 feet of said Lot 13 and except the South 35 feet of the West 20 feet of said Lot 14, all in Block 8 of Robinson's Addition to the City of Appleton, subject to easements, restrictions and reservations of record, if any.

AND

South Thirty-five (S35') Fee of Lot Thirteen (13), and the South Thirty-five (S35') Feet of the East Twenty (E20') Feet of Lot Fourteen (14), Block Eight (8), Robinson's Addition, City of Appleton.

This sale is contingent on approval of the Appleton City Council at its April 15, 2020 meeting.

4. **PERSONAL PROPERTY AND FIXTURES INCLUDED IN SALE.** All items of personal property and fixtures owned by Seller and currently located on the property are included in this sale.

5. **PRICE AND TERMS.** The full purchase price of \$1,495.09 due on or before date of closing, which is the amount of arrears owed for assessed taxes, to be paid directly to _____.

6. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title to the City of Appleton, subject to:

- (A) Building and zoning laws, ordinances, state and federal regulations;
- (B) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
- (C) Reservation of any mineral rights by the State of Minnesota;
- (D) Utility and drainage easements which do not interfere with existing improvements;
- (E) Exceptions to title which constitute encumbrances, restrictions or easements which have been disclosed to Buyer and accepted by Buyer in this Purchase Agreement;

7. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Real estate taxes due and payable for the year 2020 shall be paid by buyer.

8. **REQUIRED DISCLOSURES/ WATER WELL DISCLOSURE.** Seller discloses to Buyer that the property is connected to City water and sewer. The Seller's certifies that the Seller does not know of any wells on the described real property.

9. **COST.** Buyer assumes all its own closing cost such as providing buyer with an updated abstract and payment of deed tax.

10. Except as stated above, Buyers accept the property in its "AS IS" condition.

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